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INSTRUMENT NUMBER
99-010327

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Glenn J. Leubing
REGISTER OF DEEDS

99-10327

Counter D
Verify [Signature]
D.E. _____
Proof [Signature]
Fee \$ 40.50
Pkt Cash Chg

LANDLORD CONSENT AGREEMENT

THIS LANDLORD CONSENT AGREEMENT (this "Agreement") is entered into as of this 11th day of March, 1999, by and among Wiltham Place Limited Partnership, a NEBRASKA LIMITED PARTNERSHIP with an office at c/o Investors Realty, Inc., John H. Dickerson, 11301 Davenport St, Omaha, NE 68154-2605 (the "Landlord"), Fazoli's Restaurants, Inc., a Kentucky corporation, with an office at 2470 Palumbo Drive, Lexington, Kentucky 40509 (the "Tenant") and BankBoston, N.A., as Agent for itself and certain other parties, as more fully set forth in the Loan Agreement (as hereinafter defined) ("Agent") with offices at 100 Federal Street, Boston, Massachusetts 02110.

Reference is hereby made to the following facts which constitute the background for this Agreement:

1. Landlord and Tenant are parties to that certain lease dated as of December 4, 1995 (as amended and in effect on the date hereof, the "Lease"), pursuant to which the Landlord has leased to Tenant certain premises (as more particularly defined in the Lease, the "Premises") consisting of certain building(s) and/or land commonly known as 8017 S. 84th Street, LaVista, NE 68124.
2. Tenant has arranged for the extension of certain credit facilities by the Banks under (each as defined in) the Loan Agreement referred to below, which credit facilities will be of benefit to Tenant in its use and occupancy of the Premises. The documents evidencing and securing said credit facilities, including, without limitation, this Agreement and a Revolving Credit and Term Loan Agreement (the "Loan Agreement"), are referred to collectively herein as the "Loan Documents".
3. In order to facilitate the credit transactions under the Loan Agreement, Landlord and Tenant desire to confirm their agreements in connection therewith, and to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, Landlord, Tenant and Agent hereby agree as follows:

1. Execution of Collateral Documents by Landlord. Concurrently with the execution of this Agreement, the Landlord has executed and delivered to Agent the Landlord Waiver (the "Landlord Waiver") attached hereto as Exhibit A and by this reference incorporated herein, pursuant to which the Landlord has waived and disclaimed any right, title, claim or interest in or to the "Collateral" (as such term is defined in the Landlord Waiver), and consented to the removal of the Collateral by Agent.

2. Landlord Covenants Regarding Tenant Defaults.

(a) In the event of any default (or where so defined "Event of Default") under the Lease, Landlord covenants and agrees to give Agent copies of any and all written notices given to Tenant in connection therewith, concurrently with the giving of such notices to the Tenant. In addition to and without limiting the foregoing, if any default (or where so defined, "Event of Default") under the Lease is not cured by the Tenant within the applicable grace period, if any, Landlord agrees that, prior to commencing any action to terminate the Lease, Landlord shall afford Agent an additional grace period of ten (10) days within which to cure any such default or Event of Default (with, however, Agent having no obligation whatsoever to cure or attempt to cure such default or Event of Default). Landlord shall not commence any action to terminate the Lease, as aforesaid, prior to the expiration of said cure period.

(b) In addition to, and without limiting the rights granted Agent under Paragraph 2(a) above, in the event Landlord terminates the Lease for any reason whatsoever,

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Lot 2, Wiltham Place Replat I

DAKOTA TITLE & ESCROW CO. L135401

1734

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or in the event Tenant rejects the Lease in any bankruptcy or insolvency proceeding, Landlord shall, upon written request by Agent made within ten (10) days after receipt by Agent of written notice from Landlord of such termination or rejection, as the case may be, enter into a new lease of the Premises (the "Substitute Lease") with Agent or any Controlled Affiliate (as hereinafter defined), for the then-remaining term of the Lease, on the same terms and conditions as the Lease. Concurrent with the execution of the Substitute Lease, Agent shall cure all then-existing monetary defaults under the Lease by Tenant of which Landlord has given Agent prior written notice in accordance with Paragraph 2(a) above and Agent shall commence and diligently prosecute to completion all nonmonetary defaults of Tenant which are susceptible to cure by any party other than Tenant of which Landlord has given Agent prior written notice in accordance with Paragraph 2(a) above. As used herein, the term "Controlled Affiliate" shall mean any corporation, partnership or other business entity which controls or is controlled by, or under common control with Agent and/or the Banks.

3. Landlord Acknowledgement Regarding Granting of Leasehold Mortgage to Agent.

In accordance with the terms and provisions of the Lease, the Landlord hereby acknowledges the granting of a leasehold mortgage or deed of trust (the "Leasehold Mortgage") to Agent, and acknowledges and agrees that Agent or any Controlled Affiliate may succeed to all of the rights and interests of the Tenant under the Lease, in accordance with the terms and provisions of said Leasehold Mortgage. Landlord agrees that if Agent or any Controlled Affiliate succeeds to the interest of Tenant under the Lease, (i) excepting only defaults of which Landlord has given Agent prior written notice in accordance with Paragraph 2(a) hereof, neither Agent nor such Controlled Affiliate shall be liable with respect to such defaults or subject to any claims of Landlord in connection therewith, and (ii) neither Agent nor such Controlled Affiliate shall be bound by any amendment or modification of the Lease made without Agent's prior written consent, which consent shall not be unreasonably withheld. As part of, and incident to, the right of Tenant to enter into a leasehold mortgage, Landlord confirms and agrees that, Agent or a Controlled Affiliate shall have the right to assign the Tenant's interest under the Lease to a third party, on one occasion only, without Landlord's consent, and such assignee shall have the same rights as the Tenant originally named in the Lease including, without limitation, the right, if any, to extend the Lease as set forth therein, provided that:

(a) such assignee, together with any guarantors of such assignee's obligations under the Lease, have a collective net worth computed in accordance with generally accepted accounting principles of at least \$3,000,000 or such assignee shall deliver proof reasonably satisfactory to Landlord that such assignee otherwise has the financial ability to perform the obligations of the tenant under the Lease; and

(b) such assignee is then operating at least five (5) other restaurants similar to the restaurant to be operated at the Premises; and

(c) such assignee has at least three (3) years of experience in operating restaurants similar to the restaurant to be operated on the Premises; and

(d) such assignee delivers to Landlord a written assumption agreement signed by such assignee wherein it assumes the obligations of the tenant accruing under the Lease from and after the date of the assignment.

4. No Amendments to Lease, etc. Landlord and Tenant hereby covenant and agree that

(i) the Lease shall not be amended, modified, extended, consolidated, or restated without the prior written consent of Agent, which consent shall not be unreasonably withheld or delayed, and (ii) neither the Lease nor any part of Tenant's interest in the Premises shall be assigned, sublet or otherwise transferred without the prior written consent of Agent.

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5. Agent as Third Party Beneficiary. Agent is a third party beneficiary of the agreements and covenants contained in this Agreement and shall have the right to enforce the terms hereof against Landlord and Tenant. This Agreement, and the rights and interests of Agent hereunder may be assigned or transferred by Agent to any Controlled Affiliate.

6. Miscellaneous. This Agreement shall be governed by the provisions of the laws of the state in which the Premises are located, without regard to principles of conflicts of laws. All notices and communications to be provided hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the addresses set forth above. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto. Except as expressly set forth herein, the Lease remains unaltered and unmodified and is in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, Landlord, Tenant, and Agent have executed this Agreement as an instrument under seal as of the day and year first set forth above.

LANDLORD:

Wiltham Place Limited Partnership

Willard Construction Co, Inc.

By: *General Partner*

Name: *Willard P. Friedman*

Title: *President*

TENANT:

Fazoli's Restaurants, Inc.

By: *David R. Smith*

Name: *David R. Smith*

Title: *Vice President, Finance*

AGENT:

BankBoston, N.A., as
Agent as aforesaid

By: *Chris M. Holtz*

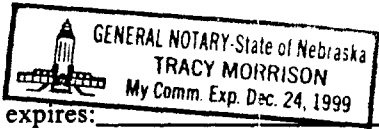
Name: *Chris M. Holtz*

Title: *Vice President*

99-10327C

STATE OF NEBRASKA
COUNTY OF Douglas) SS.

The foregoing instrument was acknowledged before me this 11 day of MAR, 1999,
by WILLARD I. FRIEDMAN, the PRESIDENT of WILLARD CONSTRUCTION CO
a CORPORATION.



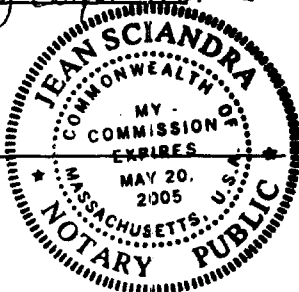
Tracy Morrison
Notary Public

My commission expires: _____

(Seal)

STATE OF Massachusetts
COUNTY OF Suffolk) SS.

The foregoing instrument was acknowledged before me this 24th day of March, 1999,
by David R. Smith, the Vice President, Finance of Fazoli's Restaurants, Inc.
a Kentucky corporation.



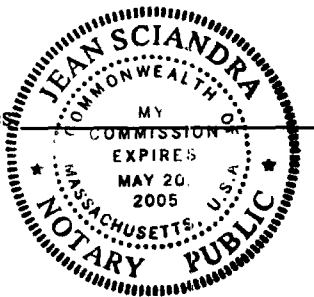
Jean Sciandra
Notary Public

My commission expires: _____

(Seal)

STATE OF Massachusetts
COUNTY OF Suffolk) SS.

The foregoing instrument was acknowledged before me this 25th day of March, 1999,
by Chris M. Hoitz, the Vice President of Bank Boston, N.A.
a national banking association.



Jean Sciandra
Notary Public

My commission expires: _____

(Seal)

99-10327D

**Exhibit A
Landlord Waiver**

Restaurant No. 1734

99-10327E

LANDLORD WAIVER

Wiltham Place Limited Partnership (the "Landlord"), being the Landlord of certain premises located at 8017 S. 84th Street, LaVista, NE 68124 (the "Premises"), and leased to Fazoli's Restaurants, Inc. (the "Tenant") under the lease of the Premises dated December 4, 1995 (as the same may be amended from time to time, including any renewal, extension or substitution thereof or therefor, the "Lease"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Landlord, does hereby:

1. Acknowledge that the Landlord has been advised that the Tenant has granted or will grant to BankBoston, N.A. as agent for a syndicate of lenders (together with its representatives and agents, the "Secured Party") security interests in inventory, accounts receivable, equipment, removable trade fixtures and all other tangible and intangible personal property now owned or hereafter acquired by the Tenant (the "Collateral"), all as more fully described in a Security Agreement from Tenant to the Secured Party (as the same may be amended or extended from time to time, the "Security Agreement").

2. Waive, relinquish and release, solely during the term of the Security Agreement, any statutory or possessory rights or liens which Landlord may assert against the Collateral, including any and all rights of distraint, attachment, lien, levy or execution against or upon the Collateral, for any rent or other sum now or hereafter due the Landlord under the Lease or otherwise, and all claims and demands of every kind and nature against the Collateral.

3. Agree to provide the Secured Party with notice of any action taken by the Landlord to terminate the Lease, and to use reasonable efforts to provide the Secured Party with a copy of any notice given by the Landlord to the Tenant of the Tenant's default under the Lease or of any material amendment thereof.

4. Agree to provide the Secured Party, both before and after termination of the Lease, upon reasonable notice, with access to the Premises to effect removal or sale of the Collateral, and the Secured Party hereby agrees (i) to use due care during any period it is on the Premises and, in a workmanlike manner, to repair any damage caused by such removal or sale, and (ii) to remove or sell said Collateral within 60 days after entry upon the Premises (and, if the Lease has been terminated, the Secured Party shall be responsible to the Landlord for per diem rent and other charges accruing under the Lease during the period of such removal or sale).

5. Represent that the Lease is in full force and effect and that the Landlord is unaware of any current condition constituting a default under the Lease or which would permit the Landlord to terminate the Lease.

Any notice(s) required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein.

The agreements contained herein shall continue in force until the termination of the Security Agreement.

The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the Landlord, upon any successor owner or transferee of the Premises, and upon any purchasers, including any mortgagee, from the Landlord.

For the purposes described herein, the building and the outside light poles are not considered to be "Collateral".
OK Per J. Moore.
William J. Bradman

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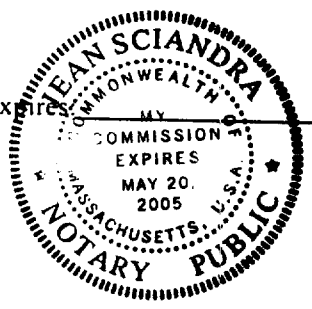
STATE OF Massachusetts
COUNTY OF Suffolk) SS.

The foregoing instrument was acknowledged before me this 25th day of March, 1999,
by Chris M. Holtz, the Vice President of BankBoston, N.A.
a national banking association.

Sean Sciandra
Notary Public

My commission expires _____

(Seal)



After recording, please return to:
Land America, National Commercial Services
Attention: Susan Regis Gibson
4111 Executive Parkway ~ Suite 304
Westerville, OH 43081-3862